

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>V3 Companies Ltd.</td> <td></td> <td>04/16/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	V3 Companies Ltd.		04/16/2010	CORPORATION: DELAWARE								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Harris N.A.</td> </tr> <tr> <td>Street Address:</td> <td>111 West Monroe Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60603</td> </tr> <tr> <td>Entity Type:</td> <td>National Banking Association: UNITED STATES</td> </tr> </table>	Name:	Harris N.A.	Street Address:	111 West Monroe Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60603	Entity Type:	National Banking Association: UNITED STATES				
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PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2393550</td> <td>SDI</td> </tr> <tr> <td>Registration Number:</td> <td>2501264</td> <td>V3</td> </tr> <tr> <td>Registration Number:</td> <td>3467641</td> <td>V3</td> </tr> <tr> <td>Registration Number:</td> <td>3471267</td> <td>VISIO, VERTERE, VIRTUTE ... THE VISION TO TRANSFORM WITH EXCELLENCE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2393550	SDI	Registration Number:	2501264	V3	Registration Number:	3467641	V3	Registration Number:	3471267	VISIO, VERTERE, VIRTUTE ... THE VISION TO TRANSFORM WITH EXCELLENCE	
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CORRESPONDENCE DATA																
<p>Fax Number: (312)803-5299</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (312) 845-3430</p> <p>Email: kalwa@chapman.com</p> <p>Correspondent Name: Richard Kalwa</p> <p>Address Line 1: 111 West Monroe Street</p> <p>Address Line 2: Chapman and Cutler LLP</p> <p>Address Line 4: Chicago, ILLINOIS 60603</p>																
ATTORNEY DOCKET NUMBER:	1634120															

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TRADEMARK
REEL: 004197 FRAME: 0273

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/03/2010
Total Attachments: 3 source=2791369#page1.tif source=2791369#page2.tif source=2791369#page3.tif	

TRADEMARK COLLATERAL AGREEMENT

This 16th day of April, 2010, V3 Companies Ltd., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 7325 Janes Avenue, Suite 100, Woodridge, Illinois, 60517, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe, Chicago, IL 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

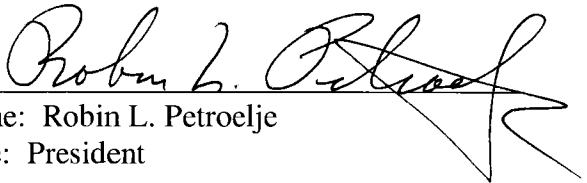
to secure the payment and performance of all Obligations of Debtor as set out in that certain First Amended and Restated Security Agreement dated as of August 21, 2002 among the Debtor, the other parties from time to time party thereto, and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

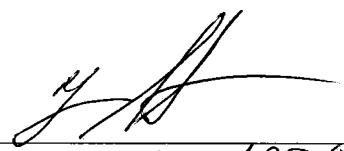
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

V3 COMPANIES LTD.

By 
Name: Robin L. Petroelje
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By 
Name JONAS ABOZ QVIST
Title V-P

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
SDI	2393550	10/10/2000
V3	2501264	10/30/2001
V3 & DESIGN	3467641	7/15/2008
VISIO, VERTERE, VIRTUTE ... THE VISION TO TRANSFORM WITH EXCELLENCE	3471267	7/22/2008